BRUHATH BENGALURU MAHANAGARA PALIKE

OFFICE OF THE JOINT DIRECTOR (ANIMAL HUSBANDRY), N. R. SQUARE, BANGALORE-560002.

EXPRESSION OF INTEREST

FOR

IMPLEMENTING RESCUE OPERATIONS

FOR STRAY DOGS AT THREE RESCUE CENTRES OF BBMP

EOI Reference Number: BBMP/2024-25/SE1019

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REQUEST FOR PROPOSAL (EOI) SCHEDULE

1.	EOI Reference No.	:	BBMP/2024-25/SE1019
2.	Date of Commencement of Download of EOI Document from Karnataka Public Procurement portal http://kppp.karnataka.gov.in	:	From 24/10/24 onwards
3.	Last Date and Time for uploading Online Queries[1] in Karnataka Public Procurement portal	:	up to 28/10/24 5:00 PM
4.	Date and Time of Pre-bid Meeting	:	29/10/24 at 11:00 AM at the following venue: OFFICE OF THE JOINT DIRECTOR (ANIMAL HUSBANDRY), N. R. SQUARE, BANGALORE-560002
5.	Last Date and Time for uploading of EOI in Karnataka Public Procurement portal	:	up to 07/11/24 5:00 PM
6.	Date and Time of Online Opening of EOI Applications in Karnataka Public Procurement portal	:	08/11/24 5:10 PM
7.	Place of Opening of EOI Applications	:	Online at Karnataka Public Procurement portal
8.	Address for Communication	:	OFFICE OF THE JOINT DIRECTOR (ANIMAL HUSBANDRY), N. R. SQUARE, BANGALORE-560002 Phone: 9480685653 Email: jointdirector01@gmail.com

[1] Only Online Queries through eProcurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

SECTION I – LETTER OF INVITATION

BRUHATH BENGALURU MAHANAGARA PALIKE

- **EOI No.:** BBMP/2024-25/SE1019 **Date:** 24/10/24

Dear service providers,

1. BBMP JD(ANIMAL HUSBANDRY) invites EOI through Karnataka Public Procurement portal (single cover system) for **CARRYING RESCUE OPERATIONS OF STRAY DOGS IN BBMP Limits AT THREE RESCUE CENTRES**, for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference.
2. The EOI is open to all AWBI registered Animal welfare organizations/Registered Veterinary Practitioner interested in Animal welfare. The Service providers can participate for all the three centres. The decision to allot more than one centre depends on the total number of eligible agencies who participate in the process
3. The EOI includes the following documents:
   3.1. Section 1 - Letter of Invitation
   3.2. Section 2 - Information to Service Provider
   3.3. Section 3 - Technical Proposal - Standard Forms
   3.4. Section 4 - Financial Proposal - Standard Forms
   3.5. Section 5 - Terms of Reference
   3.6. Section 6 - Standard Form of Contract.

Yours sincerely,

JD (ANIMAL HUSBANDRY)
BRUHATH BENGALURU MAHANAGARA PALIKE

SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

1. Introduction

1.1. The BBMP JD (ANIMAL HUSBANDRY) invites EOI through Karnataka Public Procurement portal (single cover system) for **CARRYING RESCUE OPERATIONS OF STRAY DOGS IN BBMP Limits AT THREE RESCUE CENTRES**, for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference. The estimated budget per rescue centres is as below:

Sl No	RESCUE CENTRES	Zones	Total Estimated budget of Tender (EOI) for the current year
1	EAST	East, Mahadevapura	14,00,000
2	DASARAHALLI	Yelahanka Dasarahalli, Rajarajeswarinagar	12,00,000
3	SOUTH	Bommanahalli, West, South,	19,00,000
Total			**45,00,000**

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the EOI schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy to require that Service Provider observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. will have the right to require that, GOK to inspect Service Provider’s accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above para.

1.6. The Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

2. Clarification and Amendment of EOI Documents

2.1. Clarifications on the EOI may be uploaded online in Karnataka Public Procurement portal as per the EOI Schedule. Only Online Queries through Karnataka Public Procurement portal will be accepted. Queries can also be emailed to jointdirector01@gmail.com and letter can also be sent to Joint Director animal husbandry BBMP office.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the EOI documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be uploaded in the Karnataka Public Procurement portal only. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation of Proposal

3.1. Service Provider are requested to submit a Proposal written in the English language.

Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this EOI in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Service Provider Should not associate with the other Service Providers for this Assignment (Joint venture is not allowed for this tender).

3.3.2. The estimated number of staff required is as follows:

Sl.	Position	Minimum Qualification Requirement
1.	Veterinary Practitioner	• Should have completed BVSc & AH from the recognized university with KVC Certificate
2.	Veterinary assistants /Para vet	• Should have completed Diploma course in Animal Husbandry from any recognized University or Veterinary Assistant/ Veterinary livestock inspector training from AH& VS department or Para-vet training course from any AWBI recognized institution. • Should be experienced in assisting Rescue procedures
3.	Animal Attendants	• Should have experience and training in catching dogs in a humane manner as recommended AWBI SOP
4.	Driver	• Should have valid driving License and at least one year experience in driving.

Note: The CVs' of the required staff should be submitted separately.

3.4. The Technical Proposal should provide the following information using the attached Standard Forms and documents stated below in the table, all the documents are mandatory, the documents should be uploaded center wise and evaluation will also be done center wise:

Sl.no	Documents
1.	EPF registration certificate (only for AWO)
2.	ESI registration certificate (only for AWO).
3.	Annual Turnover statement of three years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. (Half of the estimated value of the tender in any one of the last three years i.e 2020-21,2021-22, 2022-23) (only for AWO)
4.	IT returns of past 3years, 2020-21,2021-22, 2022-23. (only for AWO)
5.	Affidavit as per format enclosed. (only for AWO)
6.	Details of the existing contracts. (only for AWO)
7.	A detailed description of the proposed methodology, staffing, and monitoring, training on Rescue programs.
8.	CV, course completion certificate, AWBI training certificates for the doctors for the following staff:

<table>
<tr><td></td><td></td><td><table>
<tr><th>Sl.</th><th>Position</th><th>No’s</th></tr>
<tr><td>1</td><td>Qualified Registered Veterinary Practitioner</td><td>1</td></tr>
<tr><td>2</td><td>Veterinary assistants /Para-vet</td><td>1</td></tr>
<tr><td>3</td><td>Animal Attendants</td><td>2</td></tr>
<tr><td>4</td><td>Drivers and Vehicles with GPS</td><td>1</td></tr>
</table></td><td></td></tr>
<tr><td>9.</td><td colspan="3">Technical Proposal Submission Form</td></tr>
<tr><td>10.</td><td colspan="3">Details of Service Provider</td></tr>
<tr><td>11.</td><td colspan="3">TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE</td></tr>
</table>

Note: Original/notarized documents to be submitted for verification if intimated.

3.5. The Technical Proposal shall not include any financial information.

Financial Proposal

3.6. The Rates for the treatment is fixed as below:

Sl.no	DESCRIPTION	RATE (Rupees)
1	**General illness**	**500**
2	**MINOR INJURY (Cuts & Wounds)**	**500**
3	**MAJOR Surgery (Soft tissue repair involving General Anesthesia)**	**2000**
4	**MAJOR Surgery (Orthopedic surgery involving General Anesthesia)**	**2500**
5	**Boarding and feeding /day**	**50**

3.7. Bidders can quote same charges.

3.8. The above rates includes:

- Remuneration for the proposed staffs as prescribed in the EOI.
- Transportation (for mobilization and demobilization with GPS tracking) services.
- Equipment’s and consumables used for **Rescue**.
- Vehicles with GPS tracking, office equipment, furniture, and supplies, office rent, insurance etc.
- **Rescue**, Soft tissue injury treatment on spot.
- Cost of biomedical waste dispose as per KSPCB.

- Releasing back the **Rescue** dogs to the exact place from where they were caught.
- Data entry of the **Rescued** stray dogs through MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP

3.9. The Service providers can participate for all the three rescue Centres. The decision to allot more than one Centre projects depends on the total number of eligible agencies who participate in the process across BBMP irrespective of their application in individual centres.

3.10. The Proposals must remain valid for 90 days after the submission date. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the Karnataka public Procurement portal http://kppp.karnataka.gov.in. The bidder shall upload the proposals in the Karnataka public Procurement portal on or before the due date and time specified in the EOI Schedule.

4.2. The Technical Bids will be opened online in the Karnataka public Procurement portal on the date and time as specified in the EOI Schedule.

5. Proposal Evaluation

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the EOI. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

Evaluation of Technical Proposals

5.2. The evaluation committee appointed by the Client evaluates the proposals. All the documents should be uploaded mandatorily; if any one of the documents is not uploaded then bid will be rejected.

Sl.no	Documents
1.	EPF registration certificate (only for AWO)
2.	ESI registration certificate (only for AWO).
3.	Annual Turnover statement of three years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. (Half of the estimated value of the tender in any one of the last three years i. 2020-21,2021-22, 2022-23) (only for AWO)
4.	IT returns of past 3years, 2020-21,2021-22, 2022-23. (only for AWO)
5.	Affidavit as per format enclosed. (only for AWO)

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</table>

a) If bidder fails to upload any of these documents bid will be rejected.

b) All documents to be uploaded on Karnataka public procurement portal only and physical submission of documents at a later date or on verification day will not be entertained

Opening and Evaluation of Financial Proposals; Ranking

5.3. After the technical evaluation is completed, the Client will reject the bid or were considered non-responsive to the EOI and Terms of Reference, as rejected.

5.4. If multiple bidders participates in the EOI and gets technically qualified, then the decision to allot more than one Centre projects depends on the total number of eligible agencies who participate in the process across BBMP irrespective of their application in individual centres.

5.5. The Service Provider should pay and ensure that minimum wages as per labour act is paid to its employees. The ESI, PF and Bank transfer details of its employees should be provided.

6. Negotiations

6.1. Negotiations will be held at the address indicated in the EOI schedule. The aim is to reach agreement on all points and sign a contract.

6.2. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Service Provider on the shortlist that they were unsuccessful.

7.2. The Service Provider is expected to commence the Assignment from November 2024.

7.3. The proposed number of cleaning staff can be increased or decreased by 25 percent during the contract period.

7.4. Within 21 days of receipt of Notification of Award, the successful Service Provider shall submit the Details of Staff deputing of all the manpower proposed for deployment at the Client's locations. The Client shall review the details of all the manpower proposed by the successful bidder. The successful Service Provider shall post the manpower at site only after receiving approval of the Client.

7.5. Within 21 days of the receipt of notification of award from the Client, the successful Service Provider shall furnish the Performance Security 5% of Tender amount.

7.6. The successful Service Provider after receiving the work order should carry out Rescue Operations FOR STRAY DOGS within 15 days.

8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

9. Purchaser's right to vary Quantities at Time of Award

9.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 % of the quantity, without any change in unit price or other terms and conditions.

10.Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

10.1The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers

11.Bidders will be debarred as per the KTPP act.

12.Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

13.Period of Validity of Tenders

13.1Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

To, Date: …./…./……..

JD AH,
BBMP.

Sir/madam,

EOI Ref. No. ……

Subject: Technical Proposal for ……

We, the undersigned, offer for----------, for the above in accordance with your Request for Proposal vide no. …… dated …./…./…….. We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity 90 days of the Proposal, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:	
Name:	
Title:	
Company Seal:	

2. Details of Service Provider'

Sl.	Particulars	Details
1.	Company Name	
2.	Address of Registered Office	
3.	Contact Details	Landline Mobile Fax Email
4.	Director / CEO details	Name Landline Mobile Fax Email
5.	Authorized Signatory for this EOI	Name Landline Mobile Fax Email [Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this EOI]
6.	Branch Offices	Sl. / City / State / Address / Landline 1. 2.
7.	Total Number of Staff Employed on bid submission date	Sl. / Designation / No of Staff Employed 1. 2. Total

Authorized Signature:	
Name:	
Title:	
Company Seal:	

3. Description of the methodology and work plan for performing the assignment

- The Service provider should submit their proposed methodology and work plan to implement RESCUE OPERATIONS

Authorized Signature:	
Name:	
Title:	
Company Seal:	

4. Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.]

[Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the past five years is given below.

Sl.	Financial Year	Turnover (in Crores)
1.	2020-21	
2.	2021-22	
3.	2022-23	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	
Seal of Chartered Accountant	
Registration Number	
Name of Chartered Accountant	
UDIN	
Date	
Place	

5. Format of Affidavit

[To be submitted by bidder's authorized person on Stamp Paper of Rs. 100/-]

[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s ……. on day ____, Year ____, having its registered office at …… ……for the Request for Proposal of invited by EAST -----, BRUHATH BENGALURU MAHANAGARA PALIKE for …… vide reference no. …… dated …./…./……..

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, etc., submitted by us for the above-mentioned proposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. …… is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BRUHATH BENGALURU MAHANAGARA PALIKE for the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

1. Financial Proposal Submission Form

(Not Used)

(NOTE: The rates should be quoted in Karnataka public procurement portal only.)

SECTION V – TERMS OF REFERENCE

1. Background

BBMP Animal Husbandry wing plans to set-up 3 Rescue and rehabilitation centre for injured Street dogs in association with Animal welfare organizations who have expertise and experience in rescuing, treatment and rehabilitation of injured Street dogs in the jurisdiction of BBMP limits

Sl No	Rescue CENTRES	Zones	Total cost Estimated of Tender (EOI) per year
1	East	East, West, South, Bommanahalli	14,00,000
2	Dasarahalli	Dasarahalli, R R Nagar	12,00,000
3	Yelahanka	Yelahanka, Mahadevapura	19,00,000
Total			**45,00,000**

2. Concise Statement of Objectives

To establish a rapid and coordinated response team to tackle the incidences injuries/ ailments in street dogs of in the city of Bengaluru, by involving all Stakeholders together, with the common aim to rescue and rehabilitate the ailing or injured dog by prompt action.

To aid in documentation and in systematic and effective approach towards in achieving timely action in saving the life of the Animals.

To enable periodical review and refine the project by timely evaluation and constructive feedback.

To generate comprehensive reports on Rescue in collaboration with all the stakeholders

3. OBJECTIVES OF STREET-DOG RESCUE

1. To establish a rapid and coordinated response team to tackle the incidences injuries/ ailments in street dogs of in the city of Bengaluru, by involving all Stakeholders together, with the common aim to rescue and rehabilitate the ailing or injured dog by prompt action.

2. To aid in documentation and in systematic and effective approach towards in achieving timely action in saving the life of the Animals.

3. To enable periodical review and refine the project by timely evaluation and constructive feedback.

4. To generate comprehensive reports on Rescue in collaboration with all the stakeholders.

The BBMP Joint Director (Animal Husbandry), invites EOI for CARRYING RESCUE OPERATIONS and TREATMENT OF STRAY DOGS IN THREE RESCUE CENTRES OF BBMP on outsourced basis for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference.

The EOI is open to all AWBI registered Animal welfare organizations/Registered Veterinary Practitioner/Individuals interested in Animal welfare. The Service providers can participate for all the three centres. The decision to allot more than one centre depends on the total number of eligible agencies who participate in the process across BBMP irrespective of their application in individual centres.

4. An Outline of the Tasks to be Carried Out/Scope of work of service provider

- Responsible for the day to day functioning/managing of the RESCUE CENTRE with their own Man-power
- Pick up the suspected ailing stray dog reported to the respective zonal ABC SERVICE PROVIDER/BBMP CONTROL ROOM or BBMP HELPLINE/Sahaya App.
- Provide Veterinary Service and treatment of the in-patient admitted to the Rescue centre.
- The Turnover time from bringing the rescued dog and releasing it back to its original location should be as minimum as possible so that the rescued dog do not lose its territory. In case the time required for treatment and rehabilitation exceeds one week , then prior intimation and approval from concerned Officer should be obtained.
- Maintain records of In-patient treatment, Medicine & consumables stock registers and submit monthly reports of the same.
- Charge for its services provided as per the agreed rates with BBMP.
- To operate the 24X7 and will coordinate with the public and ABC-ARV service providers to pick-up the ailing/injured Dogs in BBMP limits.

ROLES AND RESPONSIBILITIES OF BBMP

- BBMP will provide all the fixed infrastructure (Permanent kennel, OT Space and PM Facility) required to house at least 50 dogs in the centre.
- BBMP will also provide movable infrastructure viz. Haemoto-Analyser Refrigerator, Foldable / Portable cages, OT and PM table
- BBMP will provide a transportation vehicle.
- Rescue Operation program should be implemented immediately as and when complaint call received.
    - The Rates for the treatment is fixed as below:

Sl.no	DESCRIPTION	RATE (Rupees)
1	General illness	500
2	MINOR INJURY (Cuts & Wounds)	500
3	MAJOR Surgery (Soft tissue repair involving General Anesthesia)	2000
4	MAJOR Surgery (Orthopedic surgery involving General Anesthesia)	2500
5	Boarding and feeding /day	50

Annexure-1

1. The Service Provider shall be responsible for Rescue Operationin Stray dogs, and under special circumstances euthanizing (Humanely) the incurably illness and mortally wounded stray dogs after the approval from the concerned authorities and Veterinarian in-charge as per ABC Rules 2023.
2. The successful service provider will be required to perform the following tasks on behalf and on the authority of the BBMP in the interest of protecting the health, safety and convenience of the citizens and in compliance with the Animal Birth Control (Dogs) Rules 2023

a) Catch the stray dogs, implement the Rescue Operation program, which involves soft tissue injury treatment and if required more treatment the dog may be carried to Rescue Centre and treated. After the dog get recovered from ailment release them back to the exact Geo-location from where they were caught

b) If at all they need to, euthanize the Stray Dogs, which are suffering from incurable illness and mortally wounded dogs in a humane manner. (Euthanization should be conducted with the approval of concerned authorities). Incurable illness and mortally wounded dogs as diagnosed/certified by a qualified Veterinarian appointed by the Committee shall euthanize according to the guidelines (Annexure-5).

c) Implement the above work as per guidelines and relevant rules and under the supervision of the officers of BBMP deputed for the purpose.

a) The Standard Operating Procedures as laid out by BBMP should be fully complied by the service provider agency during the Rescue Operation.

b) The successful agency shall make adequate arrangements to feed the dogs as per the prescribed diet in a timely manner while they are impounded for further treatment if required.

c) All Rescue vans shall be fitted with GPS devices as recommended by BBMP, the data reports of which will be accessible to BBMP. Claims of bills of service provider shall be cross checked against the GPS tracking reports.

3. The Successful service agency shall follow the following protocols strictly while conducting Rescue Operations:

a) Qualified Veterinarian performing the treatment should follow all aseptic protocols Including-scrubbing of hands, donning gloves aseptically, Better tissue handling etc.)

b) All the Medicine register & Consumables stock book should be compulsorily maintained and produced for inspection

Annexure-2 Catching Protocols

a) Service providers should use stretchers for carrying the rescued dogs into vehicle/Centre
b) Rescue complaints/BBMP Sahayaapp of the particular zone may be attended post routine work, except for the dog bite/ suspected rabies cases, which have to be attended on priority.

Annexure-3 Suspected Rabies Management Protocols

1. Attending suspected Rabies Case:

a) BBMP Rabies Helpline (+91 6364893322) is reachable to public 24/7
b) BBMP Rabies helpline will coordinate with the service provider and the complainant for picking up the suspected rabies dog.
c) The rabies response team of the service provider should be available to pick-up the suspected rabies dogs 24x7 in BBMP limits.
d) The service provider after confirmation from the helpline will pick up the dog for quarantine and observation in the concerned ABC centre.
e) Following the death of suspected rabies dog, the in-charge veterinarian of the service provider is responsible for collection, dispatch of brain sample to the OIE-Reference Laboratory at Bangalore Veterinary College, Hebbal as per the standard protocol.
f) All details with respect to owner, location, address etc., of the suspected dog should be shared with BBMP Rabies helpline and Laboratory by the service provider.

2. Necropsy and brain stem sample collection protocol:

a) Necropsy should be conducted as soon as possible.
b) Carcass can be placed in freezer if necropsy cannot be completed on the same day.
c) Wear all protective gear (Face shield, face mask, apron, long gloves and 2 pair of normal latex gloves).
d) Place the carcass in lateral recumbence and flex the neck and make a small incision on the dorsal part of the neck caudal to the external occipital protuberance and cranial to the wings of atlas. Access the atlanto-occipital joint, cut through the muscles and gain access to foreman magnum.
e) Remove the brain stem sample (min 1cm of the brain stem) using the scalpel blade. Samples are put in the labelled screw-cap vial and place the vial in the zip lock bag. Dispatch the sample in cold storage with required details to the laboratory.
f) If samples cannot be dispatched on the same day to the lab, it should be stored in the deep freezer with uninterrupted power supply.
g) Collect all remains of necropsy; body parts of dog, materials used for necropsy into a thick garbage bag and tie the bag with yellow tape to indicate bag is in line for disposal.
h) If carcass cannot be disposed immediately. Keep the bag in -20C freezer.

3. List of Minimum items required to collect brain sample from rabies suspected dog

a) BP Blade with Handle
b) Garbage bag
c) Labelling stickers
d) Sample collection vials
e) Zip-lock bags
f) Protective gear (Face shield, face mask, apron, long gloves and 2 pair of normal latex gloves).

4. Carcass disposal:

Carcass including necropsy waste should be put in a double layer plastic bag while wearing personal protective gear. And carcass should be disposed of by incineration at Sumanhalli Animal crematorium, RR Nagar Zone or by Deep burial method after proper disinfection using soda lime.

Annexure-4 Euthanasia protocol

1. Decision to euthanize an animal is made by the opinion of **Euthanasia Committee**
2. Euthanasia should be carried out by a Veterinarian only.
3. If it is a owned/ Care taker's dog, consent for euthanasia MUST be obtained.

Procedure

a) Wear protective gears (gloves, facemask)
b) The dog should always be sedated first before administering the euthanizing agent.
c) Administer Xylazine 1-2mg/kg intramuscular (or any recommended sedative drugs); wait for 15 to 20 minutes until dog is completely sedated.
d) Once dog is sedated, administer thiopental sodium (freshly diluted) /propofol IV or any recommended agents as a bolus or to effect.
e) Check respiration, heart beat and pulse and death should be confirmed by 2 veterinarians and note time of death.

Annexure-6 Record Maintenance

1. Should maintain stock book for Sutures, Medicines used for Minor surgeryby indicating the batch number, date of manufacturing, date of expiry of the medicine and vaccines, the same shall be produced during inspection.
2. The pregnant dogs shall not be operated upon and puppies and adult dogs shall be housed in separate kennels.
3. Each rescued dogs shall be housed in separate kennels.
4. Details of post-operative care should be entered in the mobile app/Register.
5. Due protocol should be followed during release of the dog

a) The Veterinary Practitioners should carefully verify the dog's condition on the wound/suture and certify before releasing the dog. In case the wound/suture is not healed, the dog should be retained in the Rescue centre till it is completely healed and only then should the dog be released.
b) In case of any emergencies at the Rescue centre, this should be brought to the notice of BBMP zonal officials immediately.

6. Fundamentals:

a) Ownership status of all movable assets created from the investments made by the Service Provider shall remain with the Service Provider. Ownership status of all movable assets created from the investments made by the BBMP shall remain with the BBMP.
b) No public complaints on Re-location of dogs shall be entertained.
c) The selected tenderers if required shall arrange for the Centre with additional Kennel facilities on rental basis. BBMP will pay rent for such rented facility at PWD approved rates. However, if BBMP provides the field clinic facilities the successful tenderer will have to maintain the field clinic at their own cost, and after the successful completion of the tender the service provider should return the premises/items/equipment's in good condition.
d) The successful bidders shall be required to arrange for other facilities like Dog Rescue vehicles with GPS tracking system as prescribed by BBMP, drivers, dog Rescuers and other supporting trained staff.
e) The successful Service Provider shall own or obtain on lease, required number of Dog Rescue vehicles in good condition covered with top and grill work at the back to avoid dog jumping during transportation, with GPS tracking system along with drivers and dog attendants. The

name of the service agency, the zone and the words “On Duty to BBMP” must be visibly prescribed on the vehicle. The helpline number must also be displayed on the vehicle.

f) The successful tenderer shall arrange basic facilities like water and electricity in the Centre. If BBMP provides field clinic facility the recurring expenditure of water & electricity shall be borne by the successful tenderer.

g) Records of Rescued Dogs shall be maintained in the register, therein the name of the area/locality, date & time of capture, name of the persons in the Dog Squad at the particular time of that day, Vehicle Registration Number, Driver’s name and other relevant documents. Relevant details should also be entered in the mobile rescue Application.

h) Agency should update the activities carried out on daily basis.

i) The Successful Service Provider agency should maintain the Rescue premises in good clean hygienic condition.

5. Schedule for Completion of Tasks

The Service Provider shall start the services within 15 days from the date of work order.

6. Data, Services and Facilities to Be Provided by the Client

None.

7. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Service Provider

None

8. Composition of Review Committee to Monitor Manpower Service Providers Work

The services provided by the Service Provider will be reviewed and monitored by the Monitoring Committee.

9. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports

Rescue centre shall maintain a record system to provide readily available information on as per ABC Rules 2023 and as per the orders issued by BBMP time to time.

10. List of Positions whose CV and Experience would be evaluated.

The list of positions whose CV and Experience will be evaluated is available in Data Sheet at 3.3.3

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the ….. day of the month of ……, 2024, **BETWEEN** on the one hand, …… (hereinafter called the "Client") **AND** on the other hand, …… (hereinafter called the "Service Provider ".

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the EOI document, GCC (General Conditions of Contract), SCC attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) EOI document
   d) Notification of award.
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall collect the payments from the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BRUHATH BENGALURU MAHANAGARA PALIKE

FOR AND BEHALF OF

[Name of Service provider]

2. General Conditions of Contract

2.1. General Provisions

2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

   c) “Effective Date” means the date on which this Contract comes into force.

   d) “Contract Price” means the price to be paid for the performance of the Services;

   e) "GCC" means these General Conditions of Contract;

   f) "Government" means the Government of Karnataka;

   g) "Local currency" means Indian National Rupee;

   h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

   i) "Personnel" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.

   j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail specified in this EOI.

2.1.5. Location

The Services shall be performed at such locations as are specified in the EOI.

2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the EOI.

2.1.7. Taxes and Duties

The Service Provider and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within 15 days after the date the Contract becomes effective.

2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 12 months, which may be extended by another 12 months based on the performance.

2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

2.2.5. Force Majeure

1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and

conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

4) Payments

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding 7 days after receipt by the Service Provider of such notice of suspension.

2.2.7. Termination

1) By the Client

a) The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and 30 days' in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within 7 days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider (or any of their Members) become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than 30 days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

2) By the Service Provider

a) The Service Provider may terminate this Contract, by not less than (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider’ notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3) Cessation of Rights and Obligations

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

4) Cessation of Services

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service

Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5) Payment upon Termination

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.3. Obligations of the Service Provider

2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods, and as per ABC rules 2023. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests

2.3.2. Conflict of Interest

1) Service Provider Not to Benefit from Commissions, Discounts, etc.

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Provider, and agents of either of them, similarly shall not receive any such additional remuneration.

2) Procurement Rules of Funding Agencies

a) The service provider should not collect any funding from the agencies.

3) Service Provider and Affiliates Not to engage in certain Activities

a) The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, be disqualified from providing services for any project resulting from or closely related to the Services.

4) Prohibition of Conflicting Activities

a) Neither the Service Provider nor their Sub-Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) after the termination of this Contract, such other activities as may be specified in this EOI.

2.3.3. Confidentiality

The Service Provider, their Sub-Service Provider, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4. Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations.

2.3.5. Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

   a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its Personnel pursuant to this Contract;

   b) any other action that may be specified in the EOI.

2.3.6. Reporting Obligations

The service provider should report:

1) Number of Rescues conducted per day per month.

2.3.7. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider

should maintain all the equipment and other materials handed over during the agreement in his own expense.

2.4. Service Provider' Personnel

2.4.1. Description of Personnel

As defined at 3.3.2.

2.4.2. Removal and/or Replacement of Personnel

1) Except as the Client may otherwise agree, no changes shall be made in the cleaning staff. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the cleaning staff, the Service Provider shall forthwith provide as a replacement a person of equivalent or better.
2) If the Client finds that any of the cleaning staff have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the cleaning staff, then the Service Provider shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
3) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of cleaning staff.
4) In case the staffs of service provider want to resign during the contract period, the staff shall provide a notice period of 90 days to the Client or the notice period approved by client on a case-to-case basis.
5) In case the Client wants to replace any staff, the Service Provider shall replace the staff within 30 days or as per the time period specified by the Client on a case-to-case basis.

2.5. Obligations of the Client

2.5.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

2.5.2. Services and Facilities

Services as per TOR.

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2.6. Payments to the Service Provider

2.6.1. Lump Sum Remuneration

The Salary to the staff employed by the service provider should be paid as per the Labour department government of Karnataka.

2.6.2. Contract Price

The Contract price, The Rates for the treatment is fixed as below:

Sl.no	DESCRIPTION	RATE (Rupees)
1	General illness	500
2	MINOR INJURY (Cuts & Wounds)	500
3	MAJOR Surgery (Soft tissue repair involving General Anesthesia)	2000
4	MAJOR Surgery (Orthopedic surgery involving General Anesthesia)	2500
5	Boarding and feeding /day	50

2.6.3. Payment for Additional Services

Reimbursement for the services availed from Veterinary College Hospital, Hebbal and Veterinary Super Specialty Hospital, Cantonment shall be paid from BBMP on submission of valid receipts/bills attested by Joint Director /Deputy Director , Animal Husbandry, BBMP

2.6.4. Terms and Conditions of Payment

a) Payment will be made month wise on submission of satisfactory services rendered, upon verification with WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP app, with vehicle GPS reports & submission of acceptance certificate (of such satisfactory services) by concerned Zonal assistant directors, Animal husbandry and confirmation of the same by the zonal joint commissioners, after verification of the data collected through the WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP application and submission of details of Log book of Autoclaved Instruments details, Medicines, sutures, vaccine details used on stray dogs.

a) Penalties:

i. No relocation of stray dogs are permissible and if there is proof of the service provider indulging in such relocations then the service will be terminated with immediate effect , also SD amount will be forfeited, and action will be initiated as per the ABC rules.

ii. Disinfection protocols of ABC centres and Dog catching vehicles should be followed compulsorily, failing which penalty up to 2% will be levied if found in unhygienic condition on inspection.

2.6.5. Interest on Delayed Payments

Nil.

2.7. Settlement of Disputes

2.7.1. Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

2.7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement and final authority to take the final decision for all the disputes will be Hon'ble Chief Commissioner, BBMP, Bangalore.

1) Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Chief Commissioner, BBMP serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Chief Commissioner's Office. The parties agree the decision or award resulting from such Arbitration shall be final and binding upon the parties.

Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Arbitration award.

2.7.3. Place of Jurisdiction

All the matter pertaining to court will be at Civil court Bangalore Jurisdiction only.

2.8. Performance Security

a) Within 21 days of Notification of Award, the successful bidder shall furnish Performance Security to the Purchaser shall be for the 5% of the total estimated amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be in the form of Bank Guarantee/DD drawn in favour of the Client.

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the Service Provider's performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

2.9. Risk Clause

The Service provider shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and

responsibilities of service provider and excess expenditure incurred on account of this will be recovered by BBMP from the service provider Security Deposit or by raising a separate claim

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP.

b. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BBMP and shall not knowingly lend to any person or company any of the effects or assets of the BBMP under its control.

c. In the event of loss/damage of equipment etc. at the premises of the BBMP due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d. The service provider or its representative/s shall meet BBBMP representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BBMP for any loss or damage caused by any act of the service provider or its employees or staff etc.

f.The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

g. Training on behavior aspects and ethics must be done regularly. BBMP ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

f.Licenses if any required for services at the site will be procured by the service provider.

g. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

h. The service provider should have insurance facility of the 110% of contract value including tax.

Checklist for Documents to be submitted

[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the EOI document and in clear & readable format, before the EOI due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the EOI due date and time. Therefore, the bidders are requested to read the EOI document carefully and submit/upload the complete list of documents as required in the EOI document.]

<table>
<tr><th>Sl.no</th><th>Documents</th></tr>
<tr><td>1.</td><td>EPF registration certificate (only for AWO)</td></tr>
<tr><td>2.</td><td>ESI registration certificate (only for AWO).</td></tr>
<tr><td>3.</td><td>Annual Turnover statement of three years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. (Half of the estimated value of the tender in any one of the last three years i.e 2020-21, 2021-22, 2022-23) (only for AWO)</td></tr>
<tr><td>4.</td><td>IT returns of past 3years, 2020-21, 2021-22, 2022-23. (only for AWO)</td></tr>
<tr><td>5.</td><td>Affidavit as per format enclosed. (only for AWO)</td></tr>
<tr><td>6.</td><td>Details of the existing contracts. (only for AWO)</td></tr>
<tr><td>7.</td><td>A detailed description of the proposed methodology, staffing, and monitoring, training on Rescue programs.</td></tr>
<tr><td>8.</td><td>CV, course completion certificate, AWBI training certificates for the doctors for the following staff:
<table>
<tr><th>Sl.</th><th>Position</th><th>No’s</th></tr>
<tr><td>1</td><td>Qualified Registered Veterinary Practitioner</td><td>1</td></tr>
<tr><td>2</td><td>Veterinary assistants /Para-vet</td><td>1</td></tr>
<tr><td>3</td><td>Animal Attendants</td><td>2</td></tr>
<tr><td>4</td><td>Drivers and Vehicles with GPS</td><td>1</td></tr>
</table></td></tr>
<tr><td>9.</td><td>Technical Proposal Submission Form</td></tr>
<tr><td>10.</td><td>Details of Service Provider</td></tr>
<tr><td>11.</td><td>TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE</td></tr>
<tr><td>12.</td><td>Any other documents as per the EOI document</td></tr>
</table>